

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

SCOTT DAVIS
101 Burj Khalifa Towers
Dubai, UAE

Case No.: 1:23-cv-23-1240

Plaintiff

v.

ARGENTUM 47, INC.
27 Sheet Street
Windsor Berkshire SL4 1BN
United Kingdom

Serve on Registered Agent:

INCORP SERVICES, INC.
3773 Howard Hughes Pkwy
Suite 500S
Las Vegas, NV 89169

Defendant

COMPLAINT

Plaintiff, SCOTT DAVIS, (“DAVIS”), by and through its undersigned counsel files this Complaint against ARGENTUM 47, INC. (“ARGQ”), and alleges:

1. This action is instituted pursuant to 15 U.S.C § 77c(a)(10) (Section 3(a)(10) of the Securities Act of 1933, hereinafter “Section 3(a)(10)”) for the issuance of common stock in exchange for other debt, claims or securities of the same public company owned by the Plaintiff.
2. This Court has jurisdiction over the parties hereto based on the Federal Statute.

3. Venue is proper in the Northern District.

4. Plaintiff is an individual, residing in Dubai, UAE, who invests in the debt and equity securities of microcap publicly traded companies located throughout the world.

5. Defendant is a publicly traded corporation, domiciled in Nevada, with offices located in the United Kingdom, that markets internet based remote services in the areas of technology, including web-based marketing solutions, artificial intelligence, automation, data management, storage, and blockchain, throughout the world, including Maryland, that trades under the ticker symbol ARGQ, and which can issue securities under Section 3(a)(10).

6. On or about July 10, 2018, the Defendant entered into a Loan Agreement (the “2018 Loan Agreement”) with The Data Source, a Private Limited Company registered with Companies House as Company No. 8936427, organized and existing under the Laws of England and Wales, which the Defendant acquired on April 29, 2022. As of April 29, 2022, The Data Source became a wholly owned subsidiary of the Defendant, and Defendant assumed The Data Source’s debts, including those of Plaintiff. By assuming ownership of Plaintiff’s debt and consolidating the financials of The Data Source with its own, under the terms of the 2018 Loan Agreement, Defendant promised to pay Davis the principal sum of £50,000. On July 10, 2018, the Plaintiff wired £50,000 to the Defendant’s NatWest Bank Account. The 2018 Loan Agreement and an excerpt of the Defendant’s NatWest Bank Statement showing the £50,000 deposit, are attached hereto, and incorporated herein as Exhibit A.

7. On or about June 24, 2020, the Defendant entered into another Loan Agreement (the “2020 Loan Agreement”) with the The Data Source, under which, (for the

foregoing reasons set forth in paragraph 6 herein) the Defendant promised to pay Davis the principal sum of £250,000. On June 25, 2020, the Plaintiff wired £250,000 to the Defendant's NatWest Bank Account. The 2020 Loan Agreement and an excerpt of the Defendant's NatWest Bank Statement showing the £250,000 deposit, are attached hereto, and incorporated herein as Exhibit B.

8. The Debt is included in Defendant's public securities filings, as part of the accrued accounts payable, but because the two Loan Agreements are not technically promissory notes, these were not detailed in Item 3(b) of the Defendant's Annual Report for the period ending December 31, 2022 (the "Annual Report"). The Annual Report is attached hereto and incorporated herein as Exhibit C.

9. The Annual Report, which is ARGQ's latest public filing, shows on the Balance Sheet, cash on hand of only \$15,461, and a net loss for the period ending December 31, 2022, which confirms that ARGQ is unable to repay DAVIS in cash, so DAVIS seeks a Court Order under Section 3(a)(10) of the Securities Act of 1933 allowing ARGQ to issue shares of its publicly traded common stock to settle DAVIS's Claim under Section 3(a)(10).

10. DAVIS cannot recoup these losses without relief under Section 3(a)(10) and relief under Section 3(a)(10) is unavailable outside of the United States.

11. Section 3(a)(10) requires that a hearing be conducted as to the fairness of the terms and conditions of the exchange of debt for securities.

12. The total outstanding balance represented by the Exhibits attached hereto and incorporated herein, is owed by Defendant to the Plaintiff and remains unpaid.

13. Based upon the foregoing Exhibits, the Defendant is responsible and liable to the Plaintiff for repayment thereof.

14. Defendant has defaulted on its obligations to pay the Plaintiff pursuant to the Exhibits attached hereto.

15. The Plaintiff has made demands to Defendant for payment of the Claim, but Defendant has failed to pay.

16. As a direct and proximate result of the failure of Defendant to pay the Claim, which is the subject of this Complaint, Plaintiff has been damaged.

17. Defendant has agreed to the terms of a settlement with Plaintiff, and has entered into a Settlement Agreement dated March 30, 2023, under which the Defendant will issue shares of its Common Stock to the Plaintiff in exchange for the extinguishment of Plaintiff's debt. Paragraph 19 of the Settlement Agreement specifies that Maryland law governs the terms therein and that the United States District Court in Maryland is the only court in which a proceeding arising out of the Settlement Agreement may be brought. The Settlement Agreement, and corporate documentation demonstrating the Plaintiff's authority to enter into the Settlement Agreement are attached hereto and incorporated herein as Exhibit D.

WHEREFORE, Plaintiff requests this Honorable Court schedule a hearing to determine the fairness of the proposed settlement and for such other and further relief as is deemed appropriate.

May 10, 2023

Respectfully submitted,
/s/Matheau J.W. Stout
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